

Office of the Illinois State Treasurer
Alexi Giannoulas

Invitation for Bids

Vehicles

May 25, 2007

I. Introduction:

The Office of the Illinois State Treasurer is issuing this Invitation for Bids to purchase two vehicles.

II. Mandatory Minimum Requirements:

- Vehicle, Gas-Hybrid Electric, Utility Type (SUV) 4-door, 5 passenger, 2 wheel drive to include:
- All standard equipment;
- Engine: Gasoline 2.3L/I4 Cyl. Permanent magnet electric motor or manufacturer's standard engine and electric motor or manufacturer's standard engine and electric motor for the hybrid vehicle;
- Battery: Nickel-metal hydride (NI-MH) or manufacturer's standard. 330V or standard voltage for vehicle;
- Wheelbase: 103 inches;
- Transmission: Electronic controlled continuously variable (ECVT) or standard factory installed transmission for hybrid SUV;
- Alternator: Standard recommended by manufacturer for hybrid vehicle;
- Air conditioning: Standard factory installed;
- Air bags: Driver and front passenger factory installed;
- Power steering: Factory installed;

- Radio: Standard factory installed AM/FM radio;
- Brakes: 4-Wheel disc with standard ABS and integrated regenerative braking system;
- Emissions system: Manufacturer's standard;
- Fuel tank: 15 gal;
- Cruise control and tilt steering wheel;
- Power windows and door locks;
- Seating capacity: 5 passenger;
- Intermittent wipers;
- Suspension: As recommended by the manufacturer;
- Remote keyless entry: 2 sets of keys;
- Seats: Cloth, front buckets. Includes power seat, driver only. Split folding rear bench seat;
- Tires: Manufacturer standard all season radial with manufacturer standard spare tire and wheel;
- Heater/Defroster: Standard factory installed;
- Rear window defroster: Standard factory installed;
- Mirrors: Exterior to be dual electric remote control. Day/night interior mirror;
- Floor covering: Carpeting with front and rear floor mats;
- Tinted glass: All windows;
- Warranty: Basic: 3 years/36,000 miles, Powertrain: 5 years/60,000 miles, Battery and Hybrid System: 8 years/100,000 miles;
- Preferred Color: Exterior: Black, Interior: Stone Gray; and
- Vehicles must be delivered to the State Treasurer's Office on or before August 15, 2007.

III. Contents of Bids:

Each bid must contain the following:

A. A cover letter with the following information:

1. The name, address, e-mail address and telephone number of the person or persons available for contact concerning your bid and who is authorized to make representations on behalf of you or your organization.
2. A statement indicating that, with the submission of your bid, you understand that you are making an offer to the Illinois State Treasurer that is binding from the bid opening date of June 7, 2007 until August 15, 2007.

B. Bids must be submitted in a sealed envelope or package bearing the title "State Treasurer's Office Invitation for Bids for Vehicles." The package must include one (1) original and four (4) copies of the bid.

C. Bids must include a complete description of your proposed goods and an acknowledgement that you agree to the contractual provisions stated in Section IV.

D. A fully executed Financial Interest and Potential Conflicts of Interest Disclosure Form A.*

E. A fully executed Contract and Procurement Related Information Form B.*

F. A fully executed Disclosure Form C **must be sent separately** to Inspector General David Wells, 300 W. Jefferson Street, Springfield, IL 62702.* Failure to comply with this provision may result in a proposal being deemed nonresponsive.

G. A fully executed State Certification Form.*

*** Documents are attached at the end of IFB.**

A. Agency Project Contact:

Mr. Edward Buckles
Chief Procurement Officer
Illinois State Treasurer's Office
300 West Jefferson Street
Springfield, Illinois 62702
Phone: (217) 782-6540

Fax: (217) 524-3822

E-mail Address: ebuckles@treasurer.state.il.us

B. Bid Deadline:

All bids must be received by mail or messenger no later than 2:00 p.m., June 7, 2007 to Mr. Edward Buckles at the address provided in Section A above. Bids may not be received via fax or e-mail.

C. Questions About this IFB

You must submit any questions regarding this IFB *prior to the submission of your Bid*. You are encouraged to prepare these questions in writing and send them by mail, facsimile or e-mail to the Chief Procurement Officer at the address or number provided in Section A above.

D. Internet/E-mail Communications

The Treasurer may communicate with responders via e-mail.

E. Modifications to IFB

Any modification that may alter a specification, term or condition to this IFB will be effective only in a written communication from the Treasurer.

F. Amendments

If this IFB is amended, the Treasurer will post the formal written amendments to the Treasurer's website at <http://www.state.il.us/treas/>.

G. Responders' Costs

The cost of developing a bid for this IFB belongs solely to you and may not be charged to the Treasurer or the State.

H. Withdrawal/Modification to Bid

A responder may, by a letter or e-mail to the Chief Procurement Officer at the address provided in Section A above, withdraw or modify a submitted proposal prior to the Proposal Submission Date.

I. Bid is an Offer

A submitted bid received and opened on June 7, 2007, by the Treasurer's Office is a binding offer, which is valid until August 15, 2007.

J. Bids Are State Property

Upon opening by the Treasurer's Office on June 7 , 2007, all submitted bids will become the property of the State of Illinois.

K. Chief Procurement Officer May Cancel IFB

If the Chief Procurement Officer determines that it is in the State's best interest, he reserves the right to do any of the following:

- Cancel this IFB;
- Modify this IFB in writing as needed; or
- Reject any or all proposals received in bid to this IFB.

L. Evaluation Criteria

A committee will objectively evaluate proposals. Bids will be evaluated based on the following criteria:

- Ability to deliver the required items; and
- Pricing.

M. Additional Information

The Treasurer, or his designee, reserves the right to request additional information and to meet with you or your agents to discuss your bid before or after submission.

IV. Contractual Terms:

You must specifically agree to each contractual provision set forth below.

A. Contractual Responsibility

If chosen to provide the items under this IFB you will be contractually responsible for all goods provided.

B. Illinois Law

Any agreement made in connection with this IFB is governed in all respects by the laws of the State of Illinois.

C. State Certifications/Disclosures

The contract to be agreed upon pursuant to this IFB will incorporate your fully executed State Certifications, Financial and Potential Conflicts of Interest

Disclosure Forms, and Disclosure Form C.

DISCLOSURES
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTEREST
(Disclosure Form A)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offerors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Contractor/offeror shall disclose the financial interest and potential conflicts of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below.

Sec. 1. Disclosure of Financial Interest in the Contractor/Offeror

- a. If any individuals have one of the following financial interests in the contractor/offeror (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	()
Ownership value exceeding \$90,414.60	()
Distributive Income Share exceeding 5%	()
Distributive Income Share exceeding \$90,414.60	()

Name: _____

Address: _____

- b. For each individual named above, show the type of ownership/distributable income share: sole proprietorship _____ stock _____ partnership _____ other (explain)

_____.

- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the contractor/offeror (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the contractor/offeror (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,414.60 or less, check here ()

If the proportionate share of ownership exceeds 5% or the value of the ownership interest exceeds \$90,414.60, show either.

The percent of ownership _____ %
or
The value of the ownership interest \$ _____

Sec. 2. Disclosure of Potential Conflicts of Interest. For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflicts of interest relationships apply. If "Yes," please describe (use space under applicable section to explain your answers – attach additional pages as necessary).

- | | | | |
|----|--|--------------|-------------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services | Yes
_____ | No
_____ |
| b. | State employment for spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes
_____ | No
_____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois, or the statutes of the State of Illinois currently or in the previous 3 years. | Yes
_____ | No
_____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes
_____ | No
_____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes
_____ | No
_____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes
_____ | No
_____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re- | Yes
_____ | No
_____ |

election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee with either the Secretary of State or the Federal Board of Elections.

j.	Relationship to anyone; spouse, father, mother, son, or daughter, who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.	Yes _____	No _____
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This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offeror:

Name (printed) _____ Title _____

Signature _____ Date _____

DISCLOSURES

OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION

(Disclosure Form B)

The Treasurer's Procurement Regulations (44 Ill. Adm. Code 1400.5035) require that contractors/offersors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.

Contractor/offersor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal or offer.

- a. Contractor/offersor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).

- b. Contractor/offersor shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" _____ or "No" _____.

If "Yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure is submitted on behalf of _____
(Name of Contractor/Offeror)

Official authorized to sign on behalf of contractor/offersor:

Name (printed) _____ Title _____

Signature _____ Date _____

FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS
STATEMENT
(Disclosure Form C)

Executive Order of the Treasurer 07-01 requires a Vendor desiring to enter into contracts with an aggregate value exceeding \$10,000, to be paid from appropriations or expenditure authority under the sole jurisdiction of the Treasurer, to disclose political contributions made by the Vendor to the Treasurer or to a political committee established to promote the candidacy of the Treasurer.

Vendor shall disclose the information identified below as a condition of receiving an award or contract. **Vendor shall submit a completed disclosure at the time of submittal of the bid, proposal, or offer in a sealed envelope addressed to the attention of David Wells, Executive Inspector General of the Treasurer, 300 West Jefferson, Springfield, Illinois 62702. Questions concerning Disclosure Form C may be directed to Executive Inspector General David Wells at (217)557-1972.**

Definitions:

“Affiliated person” means any person with an ownership interest or distributive share of the bidding entity in excess of 5%, and executive employees of the bidding entity, and the spouse and minor children of any such persons.

“Affiliated entity” means any subsidiary of the bidding entity, any member of the same unitary business group or any political committee for which the bidding entity is the sponsoring entity as defined in the Election Code. (See definition of “sponsoring entity” below.)

“Member of the same unitary business group” means the same as that term is defined in the Illinois State Income Tax Code, 35 ILCS 5/1501(a)(2).

“Sponsoring entity” means (i) any person, political committee, organization, corporation, or association that contributes at least 33% of the total funding of the political committee or (ii) any person or other entity that is registered or is required to register under the Lobbyist Registration Act and contributes at least 33% of the total funding of the political committee.

“Vendor” means the bidder or offerer and any “affiliated person” or “affiliated entity” of the bidder or offerer.

Disclosure:

Vendor shall identify any and all persons with an ownership interest or distributive share of the bidding entity in excess of 5%, and any and all executive employees of the bidding entity, and the spouse and minor children of such persons.

Vendor shall identify any and all subsidiaries of the bidding entity, and any and all members of the same unitary business group as well as any political committee for which the bidding entity is the sponsoring entity.

Vendor shall identify whether within the previous two years it made political contributions required to be reported under Article 9 of the Election Code (10 ILCS 5/9) to the Treasurer or to a political committee established to promote the candidacy of the Treasurer by checking

YES ☐ or **NO** ☐.

If “yes” is checked, identify below each political contribution by listing the recipient of the contribution, the name and address of the contributor, and the dollar amount of the contribution. Attach additional pages as necessary.

Vendor certifies that the information herein is true and correct. The Undersigned affirms, under penalty of perjury, that he or she is authorized to execute this disclosure on behalf of the Vendor.

Printed Name of Vendor _____

Requisition/Contract Number

Signature of Authorized Representative

Date

Printed Name and Title

STATE CERTIFICATIONS

_____ (“CONTRACTOR”) makes the following certifications:

1.0 ANTI-BRIBERY.

CONTRACTOR certifies that it is not barred from being awarded a contract or subcontract under Section 1400.5010 of the Treasurer’s Procurement Rules (44 Ill. Adm. Code 1400.5010).

2.0 BID-RIGGING/BID-ROTATING.

CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

3.0 DRUG FREE WORKPLACE.

This certification is required by Section 3 of the Drug Free Workplace Act (30 ILCS 580/3). The Drug Free Workplace Act, effective January 1, 1992, requires that CONTRACTOR shall not be considered for the purposes of being awarded a contract for the procurement of any services from the State unless CONTRACTOR has certified to the State that CONTRACTOR will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract and debarment of contracting opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the grantee’s or contractor’s workplace.
 - ii. Specifying the actions that will be taken against employees for violation of such prohibition.
 - iii. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - a. abide by the terms of the statement; and
 - b. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. CONTRACTOR’s policy of maintaining a drug free workplace;

- iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by Section (a) to each employee engaging in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the Treasurer's Office within ten (10) days after receiving notice under part (b) of paragraph (iii) of Section (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, an employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- f. Assisting employees in selecting a course of action in the event of drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

4.0 U.S. EXPORT ACT.

CONTRACTOR certifies that neither CONTRACTOR nor any substantial-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C.A. App. § 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act.

5.0 NON-DISCRIMINATION.

CONTRACTOR certifies that it is in compliance with the State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules that prohibit unlawful discrimination in performance of this Agreement and all other activities, including employment and other contracts. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the Agreement are and will continue to be in compliance with State and Federal Constitutions, the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and all applicable laws that prohibit unlawful discrimination.

6.0 AMERICANS WITH DISABILITIES ACT.

CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the Treasurer, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving the Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under the

Agreement are and will continue to be in compliance with the ADA.

7.0 ILLINOIS HUMAN RIGHTS ACT.

CONTRACTOR certifies that it is presently in compliance with all of the terms, conditions and provisions of Section 5/2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), together with all rules and regulations promulgated and adopted pursuant thereto.

8.0 FELONY.

CONTRACTOR certifies that it has not been barred from being awarded a contract under Section 1400.5015 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5015).

9.0 FORMER EMPLOYMENT.

CONTRACTOR has informed the Treasurer's Office in writing if CONTRACTOR was formerly employed by the Treasurer's Office and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code (30 ILCS 105/15a).

10.0 INDUCEMENT.

CONTRACTOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has CONTRACTOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

11.0 REVOLVING DOOR PROHIBITION.

CONTRACTOR certifies neither it or its employees and agents are in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30), which prohibits certain officers and their designees from engaging in procurement activities for a certain time period.

12.0 REPORTING ANTICOMPETITIVE PRACTICES.

CONTRACTOR shall report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, /50-45, /50-50).

13.0 DISCRIMINATORY CLUB.

CONTRACTOR agrees not to pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of any dues or fees to a discriminating club as prohibited by Section 2 of the Discriminatory Club Act (775 ILCS 25/2).

14.0 TAXPAYER IDENTIFICATION NUMBER AND LEGAL STATUS OF CONTRACTOR.

CONTRACTOR shall be in compliance with applicable tax requirements and shall be current payment of such taxes. Under penalty of perjury, CONTRACTOR certifies that #_____ is its correct Taxpayer Identification Number and that it is doing business as a (please check one):

_____ Individual	_____ Real Estate Agent
_____ Partnership	_____ Government Entity
_____ Corporation	_____ Trust or Estate
_____ Sole Proprietorship	_____ Tax Exempt Organization
(IRS 501	as (a) only)
_____ Not-for-Profit Corporation	_____ Medical and Health Care
	Services Provider

Corporation

15.0 LICENSE.

CONTRACTOR, directly or through its employees, shall have and maintain any license required by this Agreement.

16.0 APPROPRIATION.

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.

17.0 RECORDS RETENTION.

CONTRACTOR shall maintain, for as a minimum of three (3) years after the termination of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement; this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General and the Treasurer; CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General or the Treasurer and to provide full access to all relevant materials. The three-(3)-year period shall be extended for the duration of any audit in progress during the term. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate

books, records, and supporting documentation are not available to support their purported disbursement.

18.0 CONFLICTS OF INTEREST.

CONTRACTOR has disclosed, and agrees that it is under a continuing obligation to disclose to the Treasurer financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest that would prohibit CONTRACTOR from having or continuing the Agreement. Conflicts of interest include, but are not limited to, conflicts under Section 1400.5020 of the Treasurer's Procurement Rules (44 Ill. Adm. Code 1400.5020) and Section 50-30 of the Illinois Procurement Code (30 ILCS 500/50).

19.0 LATE PAYMENTS.

Late payment charges, if any, shall not exceed the formula established in the Illinois Prompt Payment Act (30 ILCS 540/1) and the Illinois Administrative Code (74 Ill. Adm. Code 900).

20.0 LIABILITY.

The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.

21.0 DEBT DELINQUENCY.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-11 of the Illinois Procurement Code prohibits a person from entering into a contract with the Treasurer's Office if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 of the Illinois Procurement Code prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any affiliate is determined to be delinquent in payment of any debt during the term of the Agreement.

22.0 EDUCATIONAL LOAN DEFAULT.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Educational Loan Default Act (5 ILCS 385). Section 3 of the Educational Loan Default Act prohibits an individual from entering into a contract with the Treasurer's Office if that individual is in default of an educational

loan. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to be in default of an educational loan during the term of the Agreement.

23.0 FORCE MAJEURE.

Failure by either party to perform its duties and obligations shall be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

24.0 ANTITRUST ASSIGNMENT.

CONTRACTOR hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Agreement.

25.0 PROHIBITION OF GOODS FROM FORCED LABOR.

CONTRACTOR certifies that it is not barred from being awarded a contract under the State Prohibition of Goods from Forced Labor Act (30 ILCS 583). Section 10 of the State Prohibition of Goods from Forced Labor Act prohibits a contractor from entering into a contract with the Treasurer's Office if that contractor knew that the foreign-made equipment, materials, or supplies furnished to the State were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR is determined to have known that the foreign-made equipment, materials, or supplies furnished to the State during the term of the Agreement were produced in whole or part by forced labor, convict labor, or indentured labor under penal sanction.

26.0 PROHIBITION OF GOODS FROM CHILD LABOR.

CONTRACTOR certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

27.0 SARBANES-OXLEY ACT AND ILLINOIS SECURITIES LAW.

CONTRACTOR certifies that it is not barred from being awarded a contract under the Illinois Procurement Code (30 ILCS 500). Section 50-10.5 of the Illinois Procurement Code prohibits a business from bidding or entering into a

contract with the Treasurer's Office if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years from the date of conviction. CONTRACTOR further acknowledges that the Treasurer's Office may declare the Agreement void if this certification is false or if CONTRACTOR or any officer, director, partner, or other managerial agent of CONTRACTOR is determined to have been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the term of the Agreement.

28.0 DISPUTES.

Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement. Any provision containing a citation to an Illinois statute (cited "ILCS") may not contain the complete statutory language. The official text, which is incorporated by reference, may be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version may be viewed at www.ilga.gov.

29.0 THIRD-PARTY PAYMENTS.

CONTRACTOR certifies that no fee was paid to a third-party in expectation of being awarded a contract by the Treasurer.

30.0 MOST FAVORABLE TERMS.

If more favorable terms are granted by the CONTRACTOR to any similar governmental agency in any state in a contemporaneous agreement let under the same or similar financial terms and circumstances for comparable supplies or services, the more favorable terms will be applicable under the Agreement between the Treasurer's Office and the CONTRACTOR.

CONTRACTOR

By: _____

Signature

Name

Title

Date